

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Syngenta Seeds, Inc.		11/13/2012	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Griffin Greenhouse Supplies, Inc.		
<b>Street Address:</b>	1619 Main Street		
<b>City:</b>	Tewksbury		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01876		
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2628129	GREEN DEMON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6177422355		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	617-742-4200		
<b>Email:</b>	trademark@riw.com		
<b>Correspondent Name:</b>	Stacey C. Friends, Esq.		
<b>Address Line 1:</b>	Ruberto, Israel & Weiner, P.C.		
<b>Address Line 2:</b>	255 State Street, 7th Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>ATTORNEY DOCKET NUMBER:</b>	10476-7		
<b>NAME OF SUBMITTER:</b>	Stacey C. Friends, Esq.		
<b>Signature:</b>	/stacey c. friends/		

CH \$40.00 2628129

Date:

11/19/2012

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made this 13<sup>th</sup> day of November, 2012 between Syngenta Seeds, Inc., a Delaware corporation (the "Assignor"), and Griffin Greenhouse Supplies, Inc., a Massachusetts corporation (the "Assignee").

**WHEREAS**, Assignor is the owner of all right, title, and interest in and to the U.S. trademark and trademark applications listed on the attached Exhibit A (collectively, the "Trademarks"); and

**WHEREAS**, Assignor desires to assign all right, title, and interest in and to the Trademarks to Assignee and Assignee desires to acquire all of Assignor's right, title, and interest in, to and under the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, its successors, legal representatives, and assigns, all of Assignor's right, title, and interest in and to the Trademarks together with the goodwill of the business associated with said Trademarks and registrations thereof, including any rights under common law, and which include the Trademarks alone or in combination with other words, figures, designs, or indicia, including any rights, title, and interest as service marks, Trademarks, trade names, and all common law rights connected therewith, together with the goodwill of the business with respect to which the Trademarks or any such other marks or names have been used and/or registered and all claims, proceeds, and causes of action relating to past, present, or future infringement of said Trademarks or said other marks or names.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee, as assignee and owner of any and all of Assignor's joint ownership right in the Trademarks and to issue to Assignee any renewals of said registration.

Assignor will, at any time and from time to time, upon request of Assignee, execute, acknowledge and deliver all such further acts and deeds, assignments, instruments of transfer or conveyance, registrations for assignments, and assurances as reasonably may be required or desirable to perfect the interest of Assignee in and to the Trademarks, in each case pursuant to and in accordance with Section 12.9 of that certain Asset Purchase Agreement, dated as of the date hereof (as the same may be amended from time to time in accordance with its terms), between Assignor and Assignee.

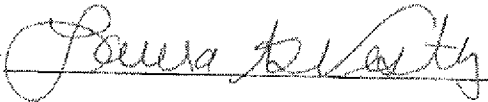
This Assignment shall be binding upon the successors, assigns, nominee or other legal representatives of Assignor.

This Assignment may be signed in counterparts, each of which shall be deemed an original, but together shall constitute a single instrument.

*[Remainder of page intentionally left blank. Signature pages follow.]*

In witness of this Assignment, authorized representatives of Assignor and Assignee have executed this Assignment as of the 13th day of November, 2012.

SYNGENTA SEEDS, INC.

By: 

Name: Laura Westby

Title: Authorized Representative

GRIFFIN GREENHOUSE SUPPLIES, INC.

By: Richard T. Hyslip

Name: Richard T. Hyslip

Title: President

*[Signature Page to Trademark Assignment Agreement]*

**EXHIBIT A**

**United States Trademarks and Pending Applications**

<b>TRADEMARK</b>	<b>REG. NO.</b>
Green Demon	2628129 (Serial No. 76328752)